

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

HICKSVILLE WATER DISTRICT

Plaintiff,

v.

ALSY MANUFACTURING, INC., currently
doing business as EMESS
MANUFACTURING, INC.; LBA
PROPERTIES, INC.; GSM 270-280 LLC;
ICA 270-280; SAF 270-280 LLC; FED 270-
280 LLC; OSRAM SYLVANIA
PRODUCTS, INC., currently doing business
as OSRAM SYLVANIA, INC.; GTE
CORPORATION; GTE OPERATIONS
SUPPORT INCORPORATED; AIR
TECHNIQUES, INC.; VISHAY GSI, INC.;
GSM 290 LLC; ICA 290 LLC; SAF 290
LLC; FED 290 LLC; OERLIKON METCO
(US) INC.; 325 DUFFY OWNER LLC.; and
CERRO WIRE LLC,

Defendants.

Case No. 2:23-cv-06336-GRB-RML

**FILED
CLERK**

8:58 am, May 22, 2024

**U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
LONG ISLAND OFFICE**

**ORDER DISMISSING DEFENDANTS AND THIRD-PARTY PLAINTIFFS
OSRAM SYLVANIA PRODUCTS, INC., GTE CORPORATION, AND GTE
OPERATIONS SUPPORT INCORPORATED**

This matter having come before the Court on Motion for the Dismissal of Defendants and Third-Party Plaintiffs Osram Sylvania Products, Inc., GTE Corporation, and GTE Operations Support Incorporated (collectively, the “GTE Sylvania Defendants”), following entry into a Settlement Agreement executed by Plaintiff Hicksville Water District (“Plaintiff”) and the GTE Sylvania Defendants, and any response thereto, it is hereby ordered as follows:

1. All claims asserted by Plaintiff, and (except as indicated in paragraph 5 below) any crossclaims asserted, to be asserted, or deemed asserted against the GTE Sylvania

Defendants by persons who are defendants or third-party defendants in this action, in connection with the claims asserted by Plaintiff for the alleged contamination of Plaintiff's water supply wells, are hereby dismissed with prejudice.

2. The third-party claims asserted by the GTE Sylvania Defendants are hereby dismissed with prejudice.
3. The GTE Sylvania Defendants shall have no right of contribution from other defendants for any payments made to Plaintiff as part of the settlement.
4. The GTE Sylvania Defendants are dismissed from this lawsuit.
5. Defendant Air Techniques' rights and claims, if any, arising from certain written indemnity agreements and other written agreements and stipulations (the "Indemnification Agreements") with the GTE Sylvania Defendants are specifically reserved and preserved by Air Techniques and nothing herein shall limit or foreclose Air Techniques from seeking indemnity and other remedies from the GTE Defendants under the Indemnification Agreements.

STIPULATED AND AGREED BY:

s/ Robert Gitelman
Robert Gitelman, Esq.
NAPOLI SHKOLNIK PLLC
400 Broadhollow Road, Suite 305
Melville, NY 11747
(212) 397-1000
rgitelman@napolilaw.com
Attorneys for Plaintiff

s/ John McGahren
John McGahren, Esq.
MORGAN, LEWIS & BOCKIUS LLP
101 Park Avenue
New York, NY 10078-0060
(212) 309-6000
john.mcgahren@morganlewis.com
Attorneys for the GTE Sylvania Defendants

SO ORDERED:

Dated: 5/22/2024

/s/ Gary R. Brown

GARY R. BROWN
United States District Judge